

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

SAN FRANCISCO PIER 9 LAYOVER FERRY BERTH FACILITY

ADDENDUM NO. 1

August 16, 2010

SCOPE

This Addendum No. 1 consists of 5 pages and attachments. It includes the following:

1. Provides a list of the attendees to the Pre-Proposal meeting held on August 12, 2010.
2. Provides a list of questions and answers asked to date.
3. Changes Article 5 of "Standard Form of Agreement Between Owner and Design-Builder - Lump Sum" for the PIER 9 LAYOVER FERRY BERTH FACILITY.

This addendum has been listed on WETA's web site for review to all potential bidders.

1. ATTENDEE LIST

See attached for the attendance list of the pre-proposal meeting held on August 12, 2010.

2. QUESTIONS AND ANSWERS

A list of the questions that arose at the pre-bid meeting and a list of answers are as follows:

Q1: Reference: Appendix C, Section II, Item 4, Paragraph a: Technical approach/management plan

This section requires a technical approach narrative, a management plan narrative and a detailed schedule to be provided within a 5-page limit. It may not be possible to address all of the issues listed in the Appendix in only 5 pages. Would WETA consider changing the page limit from 5 pages to 10 pages for this section and not counting the schedule as part of the page limit? This would allow 5 pages for the technical approach and 5 pages for the management plan.

A1: WETA wishes to limit the page numbers in the proposal however, exceeding the page limit in this section will not in itself disqualify a proposal as non-responsive. The schedule may be provided on an 11" x 17 "sheet if desired.

Q2: Reference: Appendix C, Section II, Item 4, Paragraph b: Offer's Qualifications and References

This section asks for the Offeror's legal information, team information, qualifications, 5 relevant projects and a court proceedings table to be provided within a 5 page limit. It may not be possible to address all of the items listed in the Appendix in only 5 pages. Would WETA consider changing the page limit for this section from 5 pages to 13 pages? This would allow 2 pages for the legal and team information, 10 pages for the past projects (2 pages per project so that all bullet points can be addressed), and 1 page for the court proceedings table.

A2: WETA wishes to limit the page numbers in the proposal however, exceeding the page limit in this section will not in itself disqualify a proposal as non-responsive.

Q3: Reference: Appendix C, Section II, Item 4, Paragraph b: Offer's Qualifications and References

This section states "List experience of Offeror and Major Participants on up to 5 relevant projects." Does this mean 5 total projects or up to 5 projects from each participant? If 5 projects are required to be provided for each Major Participant, will WETA consider changing the page limit for this section from 5 pages to 23 pages (see Question 2 above)?

A3: The Offeror and Major Participants may list *UP TO* 5 relevant projects but may list as few as Offeror feels are needed to demonstrate its required depth of experience and qualification. Projects that are relevant to more than one participant may be credited to both. WETA wishes to limit the page numbers in the proposal however, exceeding the page limit in this section will not in itself disqualify a proposal as non-responsive.

Q4: Reference: Appendix C, Section II, Item 4, Paragraph c: Team Identification: This section requires resumes to be provided in an appendix no greater than 5 pages. It may not be possible to provide adequate resume information for all key personnel (project manager, design project manager, superintendent, safety, quality control) in only 5 pages. Will WETA consider changing this page limit from 5 pages to 10 pages? That would allow Offerors to submit 5 resumes that are 2 pages each.

A4: WETA wishes to limit the page numbers in the proposal however, exceeding the page limit in this section or the appendix will not in itself disqualify a proposal as non-responsive. Offerors are encouraged to find creative ways to provide the relevant information in a way that is concise and direct.

Q5: Reference: Appendix C, Section II, Item 5: References: The RFP requires that reference forms be sent to our customers for the Offeror's relevant projects. Our clients are extremely busy and many have completed multiple reference forms for the same projects over the last few years. In the event that we have a reference form on file for a relevant project will WETA accept these existing evaluations in lieu of RFP provide form? Existing reference forms would include the client's current contact information so as to allow WETA to contact the client to verify the reference.

A5: WETA will accept existing evaluation forms under the following conditions:

1. The evaluation is on a form similar to that required in the RFP (WETA has sole discretion in determining "similarity").
2. The contact information is current.
3. Offeror understands that should WETA staff be unable to contact the evaluator (or an alternative evaluator) to confirm the evaluation, the evaluation form will not be counted.

Q6: Reference: Section 00400, Proposal Forms, page 00400-0003, Required Documents:

In the list of 7 items under the Required Documents for Technical Proposal, number 5 is a letter from our surety. Please clarify if the Surety Letter is to be submitted with the Price Proposal *and* the Technical Proposal.

A6: Letter from the Surety shall be provided with the Price Proposal only.

Q7: We have obtained and reviewed the Pier 9 Contract Documents and are very interested in the project. The Contract Documents indicate that the Treadwell & Rollo geotechnical report is available for review. Is it possible to email a copy to me or can I make a copy next time I see you?

A7: The Treadwell and Rollo geotechnical report are available on the Planwell Site where the remainder of the RFP documents are located.

Q8: Is there federal funding on this project and is there a Buy America requirement?

A8: No, there are no Buy American Act requirements for this project.

Q9: Are there DBE requirements on this project?

A9: No, there are no DBE requirements for this project.

Q10: Is there a geotechnical report available for this project?

A10: Yes, the geotechnical report has been placed on the planwell site.

Q11: What are the public access requirements and may we use the “apron” area between the office and the edge of the pier during constructions work?

A11: The area between the building and the edge of the pier is common area for all pier tenants and must remain generally open and passable throughout the project.

Q12: What are the work hours?

A.12: 8 AM to 5 PM weekdays

Q13: What is the deck height of the Pier?

A13: Contractor is responsible for determining deck height of the pier for design purposes however, as a rough approximation it is 12 ft. above MLW.

Q14: Are there any BCDC public access requirements that are part of this project?

A14: As part of the BCDC public access mitigation, contractor will be required to place a bench and several metal bollards in the space between Pier 7 and 9 parallel with the Embarcadero.

Q15: What permits must the Contractor obtain?

A15: WETA has obtained permits from the Army Corps of Engineers and BCDC. Contractor is required to obtain other permits including a Port of San Francisco building permit. Note that the Port of San Francisco is familiar with the project and is expecting the permit application.

Q16: Are the insurance requirements for this project similar to those for South San Francisco?

A16: The insurance requirements off the Pier 9 Layover Berthing Facility are significantly streamlined from those that were required for the South San Francisco Ferry Terminal.

Q17: As a design-build project; do the items the RFP package drawings which are already signed with an engineer’s stamp need to be redesigned?

A17: Items included in signed and stamped drawings may be assumed to be designed to an acceptable level however, Contractor remains responsible for the complete work package under

the contract including the construction and functioning of all components whether or not they are currently included on a signed and stamped drawing.

3. Changes to Article 5 of Standard Form of Agreement Between Owner and Design-Builder - Lump Sum for the PIER 9 LAYOVER FERRY BERTH FACILITY.

a. Paragraph 5.2.3:

Delete the following:

“5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete and Final Acceptance is documented as defined in Exhibit 1 of these General Conditions. Contractor shall complete the entire Work under this Contract including satisfactory completion of all inspections, tests, documentation, punch list and clean up items, and full demobilization (“Final Completion”) within the Contract Time which shall be determined from the Contractor’s Proposal Schedule submitted with the Technical Proposal submitted for Step 1 of this procurement. Contract Time shall begin upon the effective date of the Design Phase Notice to Proceed. The Contract Date of Completion shall be the date provided in the Technical Proposal to which the Contractor has committed to completing the Work. “

and replace it with:

“5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete and Final Acceptance is documented as defined in Section 6.7 and Exhibit 1 of the General Conditions. Contractor shall complete the entire Work under this Contract including satisfactory completion of all inspections, tests, documentation, punch list and clean up items, and full demobilization (“Final Completion”) within the Contract Time which shall be **[insert number of days as determined from the Contractor’s Proposal Schedule submitted with the Technical Proposal submitted for this procurement]**. Contract Time shall begin upon the effective date of the Design Phase Notice to Proceed. The Contract Date of Completion shall be **[insert the date provided in the Technical Proposal to which the Contractor has committed to completing the Work]**. “

b. Paragraph 5.4:

Delete the following:

5.4 Liquidated Damages

Design-Builder understands that if Final Completion is not attained by the scheduled project completion date Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not attained by the scheduled project completion date (the “LD” date), Design-Builder shall pay to Owner One Thousand Dollars (\$ 1,000.000), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

and replace it with:

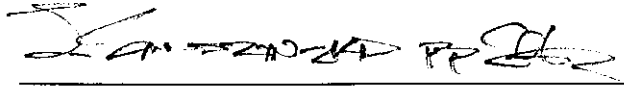
5.4 Liquidated Damages

Design-Builder understands that if Final Completion is not attained by the Contract Date of Completion Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not attained by the Contract Date of Completion (the "LD" date), Design-Builder shall pay to Owner One Thousand Dollars (\$ 1,000.000), as liquidated damages for each calendar day that Final Completion is delayed beyond the Contract Date of Completion .

ACKNOWLEDGMENT BY BIDDER

Each bidder is required to acknowledge receipt of all Addenda, including this Addenda No. 1. as specified in the Instructions to bidders.

ISSUED BY:



John Sindzinski
Manager, Planning and Development

8/16/2010
Date